



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

August 27, 2002

RECEIVED

AUG 28 2002

TELECOMMUNICATIONS DIVISION

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

02-104

DOCKET NO.

02-00900

Dear Mr. Werner:

SUBJECT: Tariff Filing for Special Service Arrangement TN02-F582-04

Attached is a Special Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 27, 2002. We request that this tariff be effective September 26, 2002.

General Subscriber Services Tariff A
Section A5 - Original Page 7.5

This Special Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Paul Stinson /fs

Attachment

EXECUTIVE SUMMARY
SSA NO. TN02-F582-04

INTRODUCTION

The purpose of this filing is to introduce a Special Service Arrangement that provides the customer with switched Gigabit Ethernet.

DESCRIPTION OF SERVICE:

This Special Service Arrangement provides switched Gigabit Ethernet at 1 Gigabit Native Mode LAN Interconnection (NMLI).

DESCRIPTION OF SPECIAL SERVICE ARRANGEMENT

This Special Service Arrangement is for a term of 12 months. The minimum service period is six months, as opposed to the 12-month minimum service period required under the tariff for this service. No termination charge will apply if the customer terminates this Arrangement after the minimum service period. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: September 26, 2002

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.4.3 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges for subscribers requiring special service arrangements (Cont'd).

Case No. TN02-F582-04

This Special Service Arrangement provides rates and charges for Gigabit Ethernet at 1Gigabit Native Mode LAN Interconnection (NMLI). The service period is for twelve (12) months with a six (6) month minimum service period. Additional terms and conditions that are specific to this agreement have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(1) Gigabit Ethernet at 1 Gigabit Native Mode LAN Interconnection (NMLI)

	Nonrecurring Charge	12 Months Monthly Charge	USOC	
(a) Per port	\$2000.00		WAA8V	(N)
(2) Contract Preparation Charge				(N)
(a) Per arrangement	572.00	-	WGGVF	(N)
(3) Data Channel				(N)
(a) First ½ Mile	-	60.00	NOMAX	(N)
(b) Each additional ½ Mile	-	50.00	NOMBX	(N)
(4) Address Reconfiguration: Subsequent to port establishment				(N)
(a) Per software modification, Per port	75.00	-	ARRAC	(N)
(5) Gigabit Ethernet 802.1P provisioning				(N)
(a) Per circuit	-	-	WAA8W	(N)

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-F582-04

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

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CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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Customer Initials [REDACTED]

Date

7/31/2002

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

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7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce Street - 24J103
Nashville, TN 372013300

Subscriber
[REDACTED]
[REDACTED]
[REDACTED]

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

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Customer Initials [REDACTED]

Date 7/31/2002

08/01/2002 12:54

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO. 697 0004

07/31/2002 04:59

615-271-3703

BELLSOUTH BUSINESS

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**SPECIAL SERVICE ARRANGEMENT
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11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.


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Date


7/31/2002

08/01/2002 12:54

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-F582-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/26/2002.

Estimated service interval following acceptance date: 0 weeks.

Service description:

This Special Service Arrangement (SSA) provides switched Gigabit Ethernet at 1 Gigabit Native Mode LAN Interconnection (NMLI) to the following locations in Nashville, Tennessee:

1) [REDACTED]

This Agreement is for twelve (12) months with a six (6) month minimum service period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

[REDACTED]

By: [REDACTED]
Authorized Signature

Printed Name: [REDACTED]

Title: DIRECTOR, IT INFRASTRUCTURE

Date: JULY 31, 2002

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: JAMES FORD

Title: AVP

Date: 7/31/02

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Customer Initials

Date

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SPECIAL SERVICE ARRANGEMENT**AGREEMENT**Case Number TN02-F582-04
Option 1 of 1**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$572.00	\$0.00	WGGVF
2. Gigabit Ethernet at 1 Gigabit Native Mode LAN Interconnection (NMLI), per port	\$2,000.00	\$4,000.00	
3. Data Channel - First 1/2 Mile	\$0.00	\$60.00	NOMAX
4. Address Reconfiguration: - Subsequent to port establishment; - Per software modification, per port	\$75.00	\$0.00	ARRAC
5. Data Channel - Each additional 1/2 Mile	\$0.00	\$50.00	NOMBX
6. Gigabit Ethernet 802.1P provisioning, per circuit	\$0.00	\$0.00	WAA8W

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**SPECIAL SERVICE ARRANGEMENT
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Option 1 of 1

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the first six (6) months of this Agreement. If the Subscriber disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

If the Subscriber replaces his existing 10 Mbps or 100 Mbps NMLI service with this 1 Gigabit Ethernet service for an Agreement period greater than or equal to the time remaining on the existing Agreement, no termination charges will apply to the existing service.

This Special Service Arrangement provides a 1 Gigabit Ethernet LAN extension. The Network Interface (NI) is 1000Base-SX, Multimode, Full Duplex with ST connectors. Any conversion will be the responsibility of the Subscriber, i.e. conversion from 1000base-SX (Multimode fiber) to any of the Gigabit standard interface (e.g., Twisted Pair, singlemode fiber, etc), or from full duplex to half duplex, or both of these. The Subscriber will need to provide a transceiver or converter to handle this function.

End-to-End performance of the Gigabit Ethernet service is not guaranteed. Effective throughput, latency, and associated parameters are affected by elements outside of the control of BellSouth, such as customer applications, customer hardware, and LAN implementation.

The OmniSwitch has a three-year maintenance contract for immediate replacement. A 24-hour turnaround for maintenance is required in the event of a failure, with every effort being made to restore service as quickly as possible.

When a tariff for this service is approved for the locations listed in the Service Description, the Subscriber must convert to tariff rates, or negotiate new rates under a Contract Service Arrangement.

The rates and charges provided via this Special Service Arrangement are valid only if all locations listed are installed for the duration of the Agreement. If fewer or additional locations are desired, this Agreement is not valid.

The Subscriber must provide the following:

- 110 VAC outlet at each location,
- Multimode fiber cables for connection to the network interface,
- Support structure for placement of the fiber,
- Space for placement of the equipment.

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Option 1 of 1

The Data Channel is available in 1/2-mile increments and measures from the Subscriber's location to the Subscriber's serving wire center in airline miles. A minimum of one 1/2-mile increment is required.

In cases where the Subscriber's serving wire center is not the NMLI wire center, this calculation includes the mileage from the Subscriber's premises to the Subscriber's serving wire center plus the mileage through all intermediate wire centers required to reach the NMLI equipped wire center. The mileage cannot be measured directly from the Subscriber's premises to the NMLI equipped wire center unless the NMLI equipped wire center and the Subscriber's serving wire center are the same.

END OF ARRANGEMENT AGREEMENT OPTION 1


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**SPECIAL SERVICE ARRANGEMENT
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Option 1 of 1
Attachment 1

Background:

The IEEE 802 Working Group approved a modification to the 802.1 standard which allowed an additional 4-byte field in the Ethernet packet. This 4-byte field provides support for VLAN tagging (802.1Q) and Priority tagging (802.1p). IEEE 802.1Q and 802.1p both provide additional information that is used during the Layer-2 forwarding process and enables logical operations to be performed. The 4-byte field is inserted after the Source Address (SA) field and the Len/Type field.

IEEE 802.1p and Alcatel OmniSwitch/Router:

The 802.1p priority field is used to address the issue of Quality of Service (QoS). Packets that require special attention (multimedia, voice, video, etc.) within the network. These packets need to be forwarded without delay because they are time sensitive. The 802.1p field is 3-bits in length and supports 8 levels of priority. Setting the Priority field is like marking the packet RUSH! or URGENT! on the front of the envelope. Using the Priority field Ethernet is able to deliver a measure of QoS in a shared-media environment.

The Alcatel OmniSwitch/Router (OS/R) supports 802.1p functionality. The incoming packet is classified based on the P-bits in the Priority field and placed in 1 of 4 queues on the outgoing interface. The outgoing queues are serviced utilizing a scheduling and shaping algorithm. Highest priority queues are serviced first (typically latency sensitive traffic such as voice) and subsequent queues are serviced. The queues are established on a per VLAN basis with a maximum of 256 queues per physical port.

Description:

BellSouth will support the 802.1p functionality from the Customer end device. The incoming packet will be classified based on the value of the P-bits. Any packet without a P-bit value will be treated in the normal fashion, that is no priority treatment. Any packet with the P-bits set to a value will be placed in 1 of 4 outgoing queues (High, Medium-2, Medium-1, Low) for that VLAN. The outgoing queues will be serviced based on the supported algorithm within the OS/R. Mapping of the P-bit values to outgoing queue will need to be defined between the Customer end equipment and the BellSouth OS/R. The recommended mapping is as follows:

P-bit Value	Outgoing Queue
0	Low
1	Low
2	Medium-1
3	Medium-1
4	Medium-2
5	Medium-2
6	High
7	High

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Customer Initials

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Option 1 of 1
Attachment 1

There is additional setup work required for establishing the 802.1p configuration on a per LAN Extension Circuit (LEC) and therefore an additional charge is included. Consider this service be Priority LAN service.

The 802.1P capability is contingent upon the successful 802.1P testing between the BellSouth provided equipment and the Customer provided equipment.

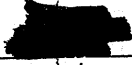
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7/31/2002

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number TN02-F582-04
Option 2 of 2
Attachment 1 Page 1

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
- A. Customer has received offers for comparable services from one or more other service providers, including Adelphia;
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers, including Adelphia;
 - C. Customer has been contacted by one or more other service providers of comparable services, including Adelphia;
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services, including Adelphia.
3. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.
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Customer Initials Date 8/23/02